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10 Attorneys for Petitioner Desside Holdings Limited

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 DESSIDE HOLDINGS LIMITED,

14 Plaintiff,

15 VS.

16 MEGAWINE, INC., BORIS SHATS,
17 and ARTEM ZASTOUPALO,

18 Defendants.

19 Case No. CV 14-2483 FMO RZK
20 DECLARATION OF MICHAEL
21 KUPENGA IN SUPPORT OF
22 APPLICATION FOR
23 PREJUDGMENT ATTACHMENT

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MICHAEL KUPENGA DECLARATION IN SUPPORT OF PREJUDGMENT ATTACHMENT

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Declaration of Michael Kupenga

I, Michael Kupenga, declare as follows:

1. I am a Director of Albecq Directors Limited (“Albecq”), which is the sole Director of Interlock Director Ltd. (“Interlock”). Interlock is the sole Director of Desside Holdings Limited (“Desside”).

2. I am authorized to execute legal documents on behalf of Desside and was so authorized to execute the 2012 Loan Agreement and the 2013 Loan Agreement with Russian Joint Stock Company Mozel on behalf of Desside.

3. I am also a custodian of the books and records of Desside have been the custodian of such books and records at all relevant times.

4. A true and correct copy of the 2006 Credit Line Agreement is attached hereto as Exhibit A.

5. A true and correct copy of the 2008 Credit Line Agreement is attached hereto as Exhibit B.

6. A true and correct copy of the Agreement Supplementary to Contract No.1-09-2006 of 01.09.2006 and Contract No. 1-07-2008 of 01.07.2008 concluded between the Creditor Desside Holdings Limited and the Borrower CJSC Mozel (the “2012 Loan Agreement”) is attached hereto as Exhibit C. signed the loan agreements with Russian Joint Stock Company Mozel on behalf of Desside

7. A true and correct copy of the 2010 Credit Line is attached hereto as Exhibit D.

8. A true and correct copy of the February 12, 2011 Credit Line is attached hereto as Exhibit E.

9. A true and correct copy of the February 14, 2011 Credit Line is attached hereto as Exhibit F.

10. A true and correct copy of the Agreement Supplementary to Agreement No.7-12-2010 of 07.12.2010, Agreement No. 12-02-2011 of 12.02.2011, and Agreement No. 14-02-2011 of 14.02.2011 concluded between the

1 Creditor Desside Holdings Limited and the Borrower CJSC Mozel (the “2013
2 Loan Agreement”) is attached hereto as Exhibit G.

3 11. A true and correct copy of the Guarantee signed by Vadim Tomchin is
4 attached as Exhibit H.

5 12. The draw requests by Mozel to Desside pursuant to the loan
6 agreements are attached as Exhibit I.

7 13. A true and correct copy of the swift messages confirming the wiring
8 of funds by Desside pursuant to Mozel’s draw requests are attached as Exhibit J.

9 14. Mozel defaulted on its obligations to Desside by failing to timely
10 make the required interest payments under the 2012 and 2013 Loans.

11 15. The application for writ of attachment is based on claims which are
12 not secured by any interest in real property.

13 16. Desside’s application for a writ of attachment of Megawine’s property
14 is for the sole purpose of creating a judicial lien on Megawine’s property pending a
15 determination on the merits of Desside’s claims. The attachment is not sought for
16 a purpose other than recovery on the claims upon which the request for attachment
17 is based.

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1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing is true and correct.
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5 Executed on March 14th, 2014.
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Michael Kupenga